

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

MIRIAM E. BRIGGS-MUHAMMAD

2009 APR -1 PM 1:28

PETER OPPENEER
CLERK US DIST COURT
WD OF WI

(Full name of plaintiff(s))

Case Number:

VS

WAL-MART ASSOCIATES INC, Store 2335, (Jury Demanded)

Peggy Wilson, DAN Astle,

Tim LITTE, JASON WINKLER, All sued in
Et. Al. (Full name of defendant(s)) John and Jane Doe 1 thru 5
their Individually and Personally Capacity.

COMPLAINT

A. JURISDICTION 1983 - ^{1985 1986} Pendant Jurisdiction is invoked

1. MIRIAM E. BRIGGS-MUHAMMAD, resides at
(Plaintiff)

9 O'Brien Court, at Madison, Wisconsin 53714
(Address) (City, State)

2. Defendant Peggy Wilson is employed as
(Name of First Defendant)

Store Manager at WAL-MART STORE
(Position and Title, if any) (Address)

3. Defendant DAN Astle is employed as
(Name of Second Defendant) WAL-MART STORE
Frontend Store Manager at 4198 NAKOOSA TRAIL, Madison, WI
(Position and Title, if any) (Address)

B. CAUSE OF ACTION

On the space provided on the following pages, tell what specific incidents or conversations occurred which led you to believe your constitutional or federal rights have been or are presently being violated. IT IS IMPORTANT THAT THE ALLEGATIONS BE BRIEF, BUT SPECIFIC. Do not cite legal authorities, such as earlier court decisions or laws enacted by the legislature or Congress, to support your lawsuit at this early stage of your case.

I, Miriam E. Briggs-Muhammad, is the plaintiff herein and do believe that all of the above defendants has violated my Constitutional Rights. Specifically, the Plaintiff contends that Wal-Mart retaliated against her because she filed several Law suits against them as well as Discrimination Complaints under Wisconsin Fair Employment Act. It must be stated that Wal-Mart Store East, LP, which is the operating entity for Store Number 2335 in Madison, Wisconsin where the Plaintiff was employed. At the outset the Plaintiff wish to point out to this court that the Plaintiff has (Severe Learning Disability) and it is sometime hard to comprehend the English language. And ~~and~~ under those circumstances the Plaintiff husband Mr. Teney Briggs will be assisting her with the drafting of this Complaint. Moreover, Because Additional facts likely would be uncovered through discovery or following a full investigation, the Plaintiff in no way waives its right to present new or additional information at a later date. for substance or clarification.

PAGE I

Furthermore, the Plaintiff does not waive, and hereby preserves, ~~any~~ and all substantive and procedural defenses that may exist to all of the Defendants.

Response. Also the John and Jane Does herein the Plaintiff does not have their correct names but the Plaintiff learn the true Identity of All of the John and Jane

Does the Plaintiff be amending this complaint to reflect such Identity. Plaintiff feel that here Constitutional Rights has been violated under the 1, 6, 8, and 14 Amendment to the U.S.

Constitution. Now the Plaintiff will attempt to give a "Factual Background" outline as to what happen that is causing this Plaintiff to bring this lawsuit into federal court. And would respectfully request that if anything within this complaint is not clear, that this honorable court allow the Plaintiff to amend this complaint.

Specifically I the Plaintiff feel I was discriminated and retaliated against by all the defendants because I was a class member in ^{General} lawsuit against Wal-mart.

At any rate, I was employed by Wal-mart since April 2005, and I was fired on October 9, 2008. At

the time of my termination, my supervisor ^{was} Defendant Peggy Wilson, and my position was cashier. My rate of pay was \$9.00 per hour. Defendant Peggy Wilson informed me of my termination, and at the time, she said I was being terminated because of my attendance. I was not provided with any

documentation at the time of my termination but a couple of days following my termination I was provided with the "Non-Prisoner Complaint" (WDWI rev. 4/07)

1 which described why I was terminated. I provided the Board Agent with a copy of the
2 "green sheet". The "green sheet" does not say that I was terminated for excessive
3 absences, rather, it states that I was terminated for misconduct. I believe I was
4 terminated because of my previous board charge and my involvement with Wake Up
5 Wal-Mart.

6 3. Prior to my termination, I was disciplined for my attendance. (After I was terminated I
7 was given a coaching for improvement form, which I provided to the Board Agent. This
8 form discusses my absences as early as August 4, 2008). My form states that as of
9 August 4, 2008, I had six (6) unexcused absences, which I do not disagree with. But,
10 my absences were medically related; I was absent because I was ill. I also received
11 coaching in August for my absences. (Coaching is a form of discipline; Wal-Mart calls
12 it "coaching for improvement". Wal-Mart feels that by coaching an employee an
13 employee will improve his/her behavior.) I believe that when I received coaching in
14 August 2008, that was the first time I received coaching for my attendance in 2008. I
15 did receive coaching in April 2007 for my attendance as well, and that coaching
16 remained on my record for one year. (All coachings remain on an employee's record
17 for one year.) When I was coached in August 2008, I was told that my attendance had
18 to improve over the next six (6) months and that if my attendance did not improve then
19 there would be the next level of coaching.

20 4. After my coaching in August I still had some attendance issues, and I was given
21 coaching again on October 5, 2008. When I received coaching on October 5, 2008, I
22 had three (3) unexcused absences by October 2, 2008. (I actually had a doctor's
23 excuse for each of these absences, but I was told that a doctor's excuse was not an
24 excused absence.)

25 5. My coaching session on October 5, 2008 was conducted by Dan Astle. Dan called me
26 into his office on October 5th and it was him and another lady, who was the night
27 manager, and I do not know her name. Astle asked me if I knew why I was there, and I
28 told him no. I asked him why was he doing the coaching and he was the night
29 supervisor and I was the second shift employee. He said that was what he did at night,
30 and that it was his responsibility to call me in before I got off of work so we could talk
31 about my coachings. He then said that I had a problem with my attendance. I told him
32 that I had doctor excuses for each absence. He told me that under the new policy that
33 went into effect October 2007, doctor's excuses were no longer allowed. He then said

1 that I had reached my next level of coaching, which was the decision making day. (A
2 decision making day is a paid day off so that the employee can reflect upon his/her
3 wrong doing.) He said that my decision making day would be October 6, 2008, and
4 that when I returned to work to see Beth, a manager and whose last name I do not
5 know. He said that I would see her because he would be on vacation when I returned.
6 He asked if I understood the culture and procedure, and I said yes. I told him that it
7 wasn't about my attendance but about the litigations that I had going on against Wal-
8 Mart. He said that he didn't know anything about my litigations and that he was just
9 doing the attendance. The meeting lasted approximately 15 minutes and then ended. I
10 did not take any notes during or following the meeting. The other lady that was present
11 didn't say anything.

- 12 6. I was regularly scheduled to be off of work October 7th and 8th, 2008. I returned to work
13 on October 9, 2008. When I returned to work on October 9, 2008, I met with Beth and
14 K.C. to do my plan of action. The meeting wasn't very long; it lasted approximately 10
15 – 15 minutes. (My plan of action is reflected on my coaching for improvement form. I
16 want to note that my plan of action has the wrong date. It says October 5, 2008, when
17 it should say October 9, 2008; that was my error. I actually wrote the plan while I was
18 off of work and I re-typed it onto my coaching for improvement form.) I do not know
19 K.C.'s last name but he was one of the assistant managers. In my plan of action I
20 stated that the best way to correct my absences was for me to stop being medically ill.
- 21 7. Once I finished typing out my action plan, the meeting ended, and I went to the floor. I
22 did not take any notes during or following the meeting.
- 23 8. I was out on the floor for approximately an hour before I was called back into the
24 office. I was called into Peggy Wilson's office by Lauren, whose last name I do not
25 know. Lauren is one of customer service managers. Wilson is the store manager.
26 When I got into Wilson's office, Wilson was present and the loss prevention manager
27 from Bentonville, AK was present. I do not recall the loss prevention manager's name.
28 At that meeting, the loss prevention manager introduced himself. He said he was from
29 Bentonville, AK and that he would not have come into town, unless there was a
30 serious problem. I asked him what was the problem. He asked if I remembered an
31 associate coming through my line last month and ringing her up wrong. I told him that I
32 couldn't ring her up wrong because the price is a scan bar that came from the fabric
33 department. I told him that if the price was wrong then the person in the fabric

1 department made the mistake. He then said the associate came to management and
2 was worried about what I had done. I told him I had a right to face my accuser and
3 asked who was my accuser. I asked him why was he coming to me after my decision
4 making day to ask me about something that happened last month. He then said that it
5 was an ongoing investigation. I told him that this wasn't an ongoing investigation and
6 that this had nothing to do with my attendance. I told him that this was retaliation
7 because I had filed an action with the Labor Board and I was a woman that would fight
8 for my constitutionally protected rights. I then said that not only am I fighting for my
9 constitutionally protected rights, I am also part of one of the biggest class action
10 lawsuits against Wal-Mart, which is the Betty Duke case. (This is a gender
11 discrimination case.) I then said that I had two injuries, which I filed workman's comp
12 for. He then said that he wasn't aware of that and that he was there because he was
13 the asset protection manager and that he would not have been called in, unless there
14 were some serious problems. I then told him that this wasn't about shrinkage, but that
15 it was about my litigations against Wal-Mart. He then asked me if I knew what
16 shrinkage was. I said yes, it was when the store loses merchandise from shoplifting by
17 employees or the public. And, he said that was right. He then said that shrinkage also
18 occurred when they had to pay out money for injured employees or customers. He
19 said that this payout hurts his bonus, my bonus, Peggy's bonus and the whole store.
20 He said that when we lose assets then the whole store suffers. I then told him that this
21 wasn't about me ringing up an associate for the wrong price nor was it about my
22 attendance. I told him that this was about me having all of these claims out against
23 Wal-Mart. He then said that this was about shrinkage. I then said that if this was about
24 shrinkage then I should talk to a lawyer. He then said that if I was going to have a
25 lawyer involved, then our conversation was over. He then turned to Peggy and asked
26 her if she had anything to add, and she said no. He then turned to me and said that I
27 could be excused and go back to my register.

- 28 9. (At the time I spoke with the loss prevention manager, I did not remember the incident
29 he was referring to. In preparation for the affidavit I somewhat what recalled the
30 associate from the fabric department coming through my line. But, I do not recall the
31 specifics. I do not recall the associate's name; I know her face when I see her. Other
32 than the day when the loss prevention manager called me into the meeting, I was
33 unaware that I had undercharged her. This was my second time involved in an incident

1 where I undercharged an employee. I undercharged an employee back in 2007, and
2 that time it was done by accident. I was ringing up an associate and the associate told
3 me that she was purchasing something from clearance, but when I rang up the
4 merchandise it didn't reflect such. I then typed in the lower amount, but after doing
5 such, I thought that I should notify the customer service manager to address the issue,
6 which is what I did. The customer service manager at the time told me to charge the
7 associate at the price that it was scanning for and not the reduced amount. I was not
8 disciplined for the matter.)

9 10. I went back to my register. Joshua, whose last name is unknown and who is one of the
10 customer service managers, noticed me crying and told me to take a break. When I
11 took the break, I went back to personnel. When I got there, I started completing my
12 insurance papers for the new year. While completing my insurance papers, Sarah
13 came to the door. Sarah is the manager for personnel, and I do not know her last
14 name. She told me that Peggy wanted to see me in Peggy's office. I then went into
15 Peggy's office, and I noticed a "green sheet" on her desk. (When I saw the green
16 sheet, I knew that Peggy decided to terminate me.) Peggy said that they decided I
17 reached my last level of coaching due to my excessive absences and tardiness, and
18 that they decided to terminate my me. She asked me to sign the sheet and I told her
19 no. I then said that she knew this was about Wake Up Wal-Mart and all of my charges.
20 She then said that it could be, but that I would have to prove that. I told her that it was
21 obvious in the swiftness of my coaching. I said that I was coached on October 4th, had
22 a decision day on October 6th, and when I came back I spoke with Beth and then I
23 spoke with her. I told her that I wasn't stupid. I told her that they had went through four
24 (4) levels of coaching in the matter of a week. (They went through four (4) coaching
25 levels because Dan gave me a coaching on October 5, 2008, my decision making day
26 was October 6, 2008, and that was a coaching; when I came back on October 9, 2008,
27 I did my plan with Beth, and that was considered a coaching, and then I was called
28 back into the office later that day and received a coaching from Peggy and the loss
29 prevention manager. The policy is that if you have three (3) coachings, then it is an
30 automatic termination.) I then asked for a copy of the green sheet, and she said that
31 she couldn't provide me with a copy because I refused to sign. I then gathered my
32 things and left the store.



- 1 11. I came back the next day and saw Peggy. I told her that I needed a copy of the green
2 sheet for unemployment and she told me that she was terminating me involuntarily,
3 meaning I disagreed with the termination. She told me to write a note saying I wanted
4 a copy of my exit interview, which I did, and she provided me with my exit interview.
- 5 12. (When I got home I noticed that the Employer only checked misconduct and did not
6 check that I had excessive absences and tardiness, which is what Peggy said I was
7 being terminated for.)
- 8 13. I believe I was terminated because I filed CA-17839. Once that case was closed, one
9 of the managers made a comment to me about my charge. Neil, who was one of the
10 assistant managers at the time, said it was good that I withdrew my charge because it
11 was in my best interest to withdraw the charge. The conversation came about after I
12 told him that I had withdrawn my charge. (Neil is now a manager for Wal-Mart in
13 Janesville.) He made this statement sometime in July 2008, and we had this
14 conversation near the time clock. There were other associates in the hall at the time,
15 but I do not know who they were.
- 16 14. After Neil left the store to work in Janesville, he came back to visit sometime in August
17 2008. When he came I said, "hey manager Neil," and he responded by saying, "you
18 mean to tell me that they still got you around here? They haven't got rid of you yet" He
19 looked serious to me, and he didn't look as though he was joking. (He looked
20 surprised as though I was still there and I say this because his eyes were big.)
- 21 15. These are the only comments that anyone from management has said to me.
- 22 16. My co-workers have made comments such as, "here comes trouble." Or, they would
23 ask me if I was staying out of trouble. One of the girls from domestics named Peggy,
24 and I do not know her last name, told me that I had to be careful around Wal-Mart. She
25 said that they didn't want no union there, and that someone from the union was
26 coming to talk to the employees the next day. She then asked me how I felt about
27 bringing in a union, and she asked me if I would talk with the union. I told her I would
28 talk with the union because that is what I do with Wake Up Wal-Mart.
- 29 17. These are basically all of the comments that my co-workers have made.
- 30 18. I also believe that I was terminated because of my involvement with Wake Up Wal-
31 Mart. After I withdrew CA-17839, I remained active in Wake Up Wal-Mart. Since I
32 withdrew that charge, I continued to let employees know that Wake Up Wal-Mart was
33 out there. I would print information about Wake Up Wal-Mart and leave the print outs in

1 the break room. I talked to both managers and associates about Wake Up Wal-Mart.
2 The managers I spoke to were Sarah, Melanie, Louis, Joshua, and Zach. I do not
3 know these managers last names. Whenever I spoke with them they would respond by
4 saying that Wal-Mart doesn't participate in union activity. One specific example would
5 be a conversation I had with Joshua near the end of August 2008. He and I were at
6 the front of the store, just making some small talk at first when I told him that I had
7 adopted our store to participate in Wake Up Wal-Mart. He then said that he wasn't
8 interested in that and that was how the conversation ended. The conversation wasn't
9 long at all. I do not recall any associates near us, just regular customers walking past
10 us. Another specific example would be I was talking to Louis, one of the customer
11 service managers, back in July 2008 about Wake Up Wal-Mart. I was coming to work
12 to clock in. I had some flyers in my hand that I was about to leave in the break room,
13 and as I was about to go clock in I walked passed Louis. I told her that I had adopted
14 our store as a store for Wake Up Wal-Mart to work with. She then said that they didn't
15 participate in union activities, and I told her that it wasn't a union. She didn't take the
16 literature and just walked the other way. This conversation was about five minutes. I
17 do not recall the other associates near us; there were mainly customers walking past
18 us. Of these managers, Louis is one of the managers that signed my exit interview,
19 but I do not know if she participated in the decision making process to terminate me.
20 (The exit interview and "green sheet" are the same.)

21 19. If the Employer wanted to terminate me for my attendance, then I should have been
22 terminated a long time ago. My coaching regarding my absences was not because of
23 my involvement with Wake Up Wal-Mart; it was because of Wal-Mart's crappy
24 absentee policy. Nevertheless, I should not have been terminated for my absences
25 because I was already disciplined on October 5, 2008. After I received my discipline
26 for my absences on October 5, 2008, I was not absent or late again. I was just
27 terminated for no reason on October 9, 2008. The only other reason why I could have
28 been terminated would have been because I undercharged someone. But, I deny the
29 accusation that I undercharged the associate. I did not override the bar scan. What
30 was scanned was what I charged the associate. Even the unemployment office said
31 that the Employer failed to establish that I was terminated because of employee
32 misconduct, and I provided a copy of the unemployment determination letter to the
33 Board Agent. I didn't do anything wrong.

C. REQUEST FOR RELIEF

1. I MIRIAM E. BAIGGS-MUHAMMAD request that I be allowed to commence this action without
(do, do not)
prepayment of fees and costs, or security therefor, pursuant to 28 U.S.C. §1915. The
attached affidavit of indigency has been completed and is submitted in support of this
request for leave to proceed in forma pauperis.

2. In the following space, please indicate exactly what it is you wish this court to do.

The Plaintiff demands a trial by Jury on all issues to which they are entitled
Actual damages from each defendants in the amount 25,000.00
Compensatory and consequential damages from each defendants in the amount
50,000.00
Punitive damages from each defendants in the amount of 500,000.00
Attorney fees and the costs of this action
Such other relief as the Court may deem just and proper.

Dated this 31st day of March, 2010.

Miriam E. Baiggs Muhammad
(Signature)

9 O'Brien Ct
(Street or PO Box)

Madison Wisconsin 53714
(City, State Zip Code)

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff Marianne Briggs-Muhanna
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant 2009 APR -1 PM 1:25

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Civil Right Complaint

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Pro Se/Non-Prisoner Complaint Package

Instructions - Read Carefully

1. In order for the United States District Court to consider this complaint, you must fill it out in legible handwriting or on a typewriter. Also, you must answer each question or fill in each blank clearly and simply. If you cannot finish an answer in the available space on the front of the page, you may continue the answer on another sheet of paper. If you continue an answer this way, make sure you identify clearly which question the continuation applies to.
2. Before submitting your proposed complaint to the court, you must do several things:
 - a. Prepare an original and an identical copy of your proposed complaint and all attachments or exhibits to your proposed complaint for
 - (1) THE COURT
 - (2) EACH DEFENDANT YOU NAME
 - (3) YOURSELF

For example, if you name two persons as defendants, you should prepare and return the original and two copies to the court (the original for the court and a copy for each named defendant), and retain one copy for your own reference.

DO NOT MAIL A COPY OF YOUR COMPLAINT DIRECTLY TO ANY DEFENDANT(S).

- b. If you sue an officer or agency of the United States, you must send the court two additional copies of the complaint and any attachments.
 - c. Submit a check or money order in the amount of **\$350.00**. Make the check or money order payable to the **CLERK, U.S. DISTRICT COURT**. If you cannot afford to prepay the fee, you must complete the affidavit of indigency (attached), declare it to be true and submit the affidavit with your proposed complaint.
3. Again, you are reminded that if you attach any documents to your complaint, you must provide copies of each attachment with each copy of the complaint. It is not the court's function to make or provide copies for litigants.
4. IT IS YOUR RESPONSIBILITY TO KEEP A COPY FOR YOUR OWN FILE OF EVERY DOCUMENT OR LETTER THAT YOU SEND TO THE COURT. Mail your proposed complaint with the necessary copies, your check or money order or affidavit of indigency to:

Clerk, U.S. District Court
Western District of Wisconsin
P.O. Box 432
Madison, WI 53701-0432

(WDWI 4/07)

P:\Forms\42 USC 1983